

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Time Warner Cable, Inc. and	)	CSR - _____
Bright House Networks, LLC	)	
	)	
Emergency Petition for Injunction	)	
And Sanctions	)	

To: The Secretary's Office  
Attn: Chief, Media Bureau

**EMERGENCY PETITION FOR INJUNCTION AND SANCTIONS**

Pursuant to Section 76.7 of the Commission's rules (47 C.F.R. §76.7), Nexstar Broadcasting, Inc. ("Nexstar"), the licensee of NBC-affiliated television broadcast stations WBRE-TV, Wilkes-Barre, Pennsylvania ("WBRE") and WTOO(TV), Terre Haute, Indiana ("WTOO"), and CBS-affiliated television broadcast station WROC-TV, Rochester, New York ("WROC"), hereby requests that the Commission immediately direct Time Warner Cable, Inc. ("Time Warner") to cease carrying station WBRE in the Burlington, Vermont-Plattsburgh, New York and Greensboro-High Point-Winston-Salem, North Carolina Designated Market Areas ("DMAs"); WTOO in the Cincinnati, Ohio DMA; and WROC in the Louisville, Kentucky DMA, in violation of the Commission's rules. Nexstar further requests that the Commission prohibit Bright House Networks, LLC ("Bright House") from carrying WBRE in the Orlando DMA. The Commission should also take appropriate enforcement to sanction Time Warner's repeated and willful violation of the Commission's rules.

## **I. Background and Introduction.**

Nexstar and Mission Broadcasting, Inc. (“Mission”) are parties to a retransmission consent agreement with Time Warner pursuant to which Time Warner was granted consent to carry Nexstar’s station WBRE in the Wilkes-Barre, Scranton, DMA, WTOG in the Terre Haute DMA and WROC in the Rochester DMA. Nexstar does not have a separate agreement with Bright House for carriage of its stations on the Bright House systems.<sup>1</sup>

In December 2010, Nexstar and Mission submitted to the Commission an Emergency Petition for Injunction Prohibiting Carriage due to Time Warner’s carriage of Nexstar’s and Mission’s stations without consent and failure to provide Nexstar, Mission, and Time Warner’s subscribers and local franchising authorities with the Commission-required 30-days’ advance notice that Time Warner intended to substitute Nexstar’s station WBRE for the NBC affiliate in the Utica DMA and Mission’s station WUTR for the ABC affiliate in the Burlington-Plattsburgh DMA during the pendency of a retransmission consent carriage dispute with NBC and ABC stations in those markets.<sup>2</sup> Nexstar and Mission informed the Commission therein that Time Warner did not have consent to carry the stations and had not complied with the notice requirements of Sections 76.1601 and 76.1603(b) of the Commission’s rules. The 2010 Petition remains pending with the Commission.

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<sup>1</sup> Time Warner negotiates retransmission consent agreements on behalf of Bright House. *See*, Time Warner’s Annual Report on Form 10-K, submitted to the Securities and Exchange Commission on February 17, 2012, p. 18 (available at <http://www.sec.gov/Archives/edgar/data/1377013/000119312512066776/d295195d10k.htm>, last visited July 12, 2012). For purposes of this complaint, Nexstar will refer to Time Warner and Bright House collectively as Time Warner. Further, to the extent Time Warner adds other Nexstar (or any Mission) stations to its systems in place of any Hearst station (or any other broadcaster’s station) without compliance with the Notice Rules, Nexstar requests that the Commission also prohibit such carriage.

<sup>2</sup> *See*, Time Warner Cable, *Emergency Petition for Injunction Prohibition of Carriage in Violation of the Commission’s Rules*, CSR-8382-C, submitted by Nexstar and Mission Broadcasting, Inc. on December 28, 2010 (the “2010 Petition”).

Hearst Television, Inc. (“Hearst”) had a retransmission consent agreement with Time Warner for the carriage of Hearst’s television stations WPTZ, Plattsburgh, New York, WNNE, Hartford, Vermont, WXII-TV, Winston-Salem, North Carolina, WLWT, Cincinnati, Ohio, and WLKY, Louisville, Kentucky on its cable systems in the applicable DMAs, which agreement expired at 11:59 p.m. on July 9.<sup>3</sup> Hearst’s agreement with Bright House for carriage of WESH, Orlando, Florida also expired at 11:59 p.m. on July 9.<sup>4</sup>

On the morning of July 10, 2012, WBRE began receiving emails and phone calls from viewers in Orlando, Plattsburgh and Winston Salem, WROC began receiving calls from the Louisville area, and WTWO began receiving calls and postings to its Facebook page from viewers in Cincinnati. In addition, Nexstar received notice from its NBC affiliate contact asking Nexstar if it was aware of Time Warner’s use of its signals in faraway markets. After further research, Nexstar determined that Time Warner is redistributing the WBRE, WTWO and WROC signals on out-of-market systems located hundreds of miles away as “replacement stations” for the Hearst television stations, without so much as a courtesy call from Time Warner, let alone the notice required under the Commission’s rules.<sup>5</sup> Further, based on some of the electronic mail and Facebook communications Nexstar’s stations have received, Nexstar believes Time Warner

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<sup>3</sup> See e.g., <http://www.wxii12.com/tv/about/Notice-to-WXII-viewers-Time-Warner-Cable-subscribers/-/9679352/15123514/-/3oepw1z/-/index.html>; and [http://www.wlwt.com/tv/about/NOTICE-TO-TIME-WARNER-CABLE-AND-INSIGHT-SUBSCRIBERS/-/9839486/15140068/-/x73htt/-/index.html?utm\\_source=dlvr.it&utm\\_medium=twitter&utm\\_campaign=wlwt](http://www.wlwt.com/tv/about/NOTICE-TO-TIME-WARNER-CABLE-AND-INSIGHT-SUBSCRIBERS/-/9839486/15140068/-/x73htt/-/index.html?utm_source=dlvr.it&utm_medium=twitter&utm_campaign=wlwt) (each last visited July 12, 2012).

<sup>4</sup> See <http://www.wesh.com/news/central-florida/News/Notice-for-Bright-House-subscribers/-/11788160/15123290/-/ytkjwg/-/index.html> (last visited July 12, 2012). Nexstar does not know if Bright House has a separate agreement with Hearst or also obtains its carriage of the Hearst stations under Hearst’s agreement with Time Warner.

<sup>5</sup> See <http://twcconversations.com/local/> (last visited July 12, 2012). Wilkes-Barre is more than 400 miles from Winston-Salem, more than 900 miles from Orlando and nearly 300 miles from Plattsburgh. Rochester is more than 500 miles from Louisville. Even WTWO at a mere 160 miles from Cincinnati is in another state and has no connection to the Cincinnati DMA

provided no advance notice to its subscribers that it would be deleting the applicable in-market Hearst stations and replacing them with WBRE, WTWO or WROC.<sup>6</sup>

Thus, Time Warner once again has ignored and violated Section 76.1601 (and most likely Section 76.1603) of the Commission's rules, which requires that a cable operator provide written notice to any broadcast television station at least 30 days prior to repositioning that station, as well as its obligation to provide advance notice to its subscribers and local franchise authorities.<sup>7</sup>

## **II. Time Warner's Actions Once Again Are In Clear Violation of the Communications Act and the Commission's Rules.**

The Communications Act and the Commission's rules impose precise notice requirements on cable operators. Section 76.1601 (implementing Section 614(b)(9) of the Act (47 U.S.C. §534(b)(9)) states "a cable operator shall provide written notice to any broadcast television station at least 30 days prior to either deleting from carriage *or repositioning that station.*"<sup>8</sup> This section also requires that notification be provided to subscribers of the cable system. In addition to the requirements of Section 76.1601, cable operators are required to notify customers and local franchise authorities of any changes in rates, programming services or channel positions as soon as possible in writing, with notice to be given a minimum of thirty (30) days in advance of such change if the change is within the cable operator's control, and when the change involves the addition or deletion of channels, each channel added or deleted must be

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<sup>6</sup> Nexstar believes the sample electronic mail set forth in Exhibit A is the first notification Time Warner provided to its subscribers.

<sup>7</sup> Nexstar strongly believes that its retransmission consent agreement does not grant Time Warner the right to retransmit the signals of WBRE-TV, WTWO or WROC-TV on distant systems located hundreds of miles from their respective markets as Time Warner is doing here. Nexstar intends to pursue all appropriate remedies in court.

<sup>8</sup> 47 C.F.R. §76.1601, emphasis added.

separately identified.<sup>9</sup> The underlying purpose of the Notice Rules is to alert subscribers, franchise authorities and broadcast television stations to changes in programming services prior to implementation of such changes.<sup>10</sup>

Time Warner is well aware of the Notice Rules, having itself requested (and received) a waiver of Sections 76.1601 and 76.1603 to enable Time Warner to add a television signal to its cable systems without providing the requisite 30-day notice to affected parties, based on the specific facts of that case.<sup>11</sup> Moreover, Nexstar identified the applicability of these rules to Time Warner in its 2010 Petition more than two years ago. However, Time Warner, again, is willfully disregarding the Notice Rules, as well as retransmitting signals without express consent. Time Warner did not provide Nexstar or, on information and belief, its subscribers<sup>12</sup> with the required 30-day notice, of its programming service changes to:

- delete WPTZ and WNNE and add WBRE to its systems in the Burlington-Plattsburgh DMA;
- delete WESH and add WBRE to its system in the Orlando DMA;
- delete WXII-TV and add WBRE to its system in the Greensboro-High Point-Winston-Salem DMA
- delete WLWT and add WTWO to its system in the Cincinnati DMA; and
- delete WLKY and add WROC to its system in the Louisville DMA.<sup>13</sup>

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<sup>9</sup> 47 C.F.R. §76.1603. Sections 76.1601 and 76.1603 are hereinafter referred to as the “Notice Rules.” Based on the surprise shown by viewers in communications with Nexstar, Nexstar believes Time Warner did not comply with its subscriber notice obligations. *See* Exhibit B attached hereto.

<sup>10</sup> *See, e.g., Media General Communications Holdings, LLC, Request for Waiver of Sections 76.1601 and 76.1603 of the Commission's Rules, Request for Withdrawal of Emergency Enforcement Complaints*, 24 FCC Rcd 11509, ¶6 (MB 2009).

<sup>11</sup> *Id.*

<sup>12</sup> *See* Exhibit A.

<sup>13</sup> On information and belief, Time Warner further took these actions in violation of the Commission's syndicated exclusivity provisions (47 C.F.R. §76.101 *et. seq.*) as Time Warner began deleting certain syndicated programming broadcast on WTWO in Cincinnati in order to comply with this rule on July 11. In addition, Nexstar has been advised that a non-Hearst station in Orlando holds the syndicated programming rights to several syndicated programs broadcast on WBRE. Nexstar also believes that Time Warner added Nexstar's stations to the affected systems in violation of its obligations under the Commission's network non-duplication rules, 47 C.F.R. §76.92 *et. seq.*, but will leave that matter for Hearst to address more fully should it choose to do so.

In its Opposition to the 2010 Petition, Time Warner stated that by importing distant signals, “TWC succeeded in preventing the consumer harm associated with the loss of popular network programming while these retransmission consent impasses were on-going.”<sup>14</sup> Time Warner’s corporate business objective cannot justify its willful failure to comply with law. The Commission has expressly held that “under the current rule, if a cable operator fails to give notice 30 days before the retransmission consent agreement’s expiration . . . [and] the station is ultimately deleted, and the cable operator has not given the required 30 day notice, *then the cable operator is in violation of Section 76.1601.*”<sup>15</sup> Accordingly, Time Warner has had ample warning that Section 76.1601 notice is required even in the context of retransmission consent disputes. No amount of post-hoc rationalization by Time Warner can excuse its willful and repeated disregard of the Notice Rules.

In addition, Time Warner’s narrow interpretation of its obligations under Section 76.1601, as set forth in its 2011 Opposition, as not applicable to stations when it unilaterally adds them to systems in markets hundreds of miles away from their home DMAs, is equally unfounded. Specifically, Time Warner claimed that notice to stations is not required because it is neither deleting nor repositioning the stations on their “home” Time Warner systems.<sup>16</sup> In effect, Time Warner is asking the Commission to ignore the material changes that Time Warner is making to its systems outside the station’s “home” markets. When the Commission implemented the predecessor rule to Section 76.1601, it stated that “consistent with the

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<sup>14</sup> *Opposition of Time Warner Cable to Petition for Prohibition of Carriage* submitted by Time Warner on January 10, 2011, CSR-8382-C, p. 3 (“2011 Opposition”).

<sup>15</sup> *See Amendment of the Commission’s Rules Related to Retransmission Consent*, Notice of Proposed Rulemaking, 26 FCC Rcd 2718, ¶ 35 (2011), emphasis added; *ACC Licensee, Inc.*, Memorandum Opinion and Order, DA 12-1086, ¶ 18 (rel. July 6, 2012).

<sup>16</sup> 2011 Opposition at pp. 9-10.

requirements of the customer service provisions of the 1992 Act . . . the licensee of any broadcast television station carried on a cable system . . . should be notified of a *change in carriage* or repositioning of its signal (emphasis added).”<sup>17</sup> Adding a station to a system hundreds of miles away certainly qualifies as a change in carriage. Indeed, prior to July 10, Time Warner never carried WBRE on its systems in Burlington-Plattsburgh, Winston-Salem or Orlando, never carried WTWO on its Cincinnati system, and never carried WROC in Louisville, and there is absolutely no reason for Nexstar to expect Time Warner to carry these stations in markets hundreds of miles away in vastly distant DMAs.<sup>18</sup> This is why Congress and the Commission adopted a rule ensuring stations receive sufficient advance notice of station carriage changes before they occur.

Time Warner’s assertion that adding a station to a system cannot be “repositioning” is specious. Oxford Dictionaries defines “repositioning” as placing [something] in a different position or adjusting or altering the position [of something].<sup>19</sup> When a station has never before been carried on a system, adding that station to the new system places the station in a different position with respect to the viewership of its station and its own programming content liabilities and obligations. For example, Nexstar has certain reporting obligations to its networks, syndicators, music performing rights organizations and others with respect to the carriage of its stations. Time Warner’s failure to wholly and completely provide Nexstar with any notice, let

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<sup>17</sup> *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Carriage Issues*, Report and Order, 8 FCC Rcd 2965, 2992 (1993) (emphasis added).

<sup>18</sup> Nor is there any benefit to Nexstar in having its signal carried in a DMA located 500 miles away. Time Warner will not be paying Nexstar a fee for this carriage, Nielsen will not be providing ratings with respect to such carriage, the stations’ home market advertisers will not pay a premium price to reach viewers hundreds of miles away, and it is unlikely that Nexstar will add advertisers from such distant markets to its station as these distant advertisers would only confuse the stations’ home market viewers.

<sup>19</sup> [http://oxforddictionaries.com/view/entry/m\\_en\\_us1284342#m\\_en\\_us1284342](http://oxforddictionaries.com/view/entry/m_en_us1284342#m_en_us1284342) (last visited July 12, 2012).

alone comply with the Commission's Notice Rules leaves Nexstar with no time or opportunity to review and/or comply with any of its contractual obligations. Accordingly, the Commission's policy rationale for requiring advance notice to broadcasters with respect to the repositioning applies equally to all systems, not just those in the station's "home" market, as claimed by Time Warner.

Finally, had Time Warner complied with the Notice Rules with respect to its repositioning of Nexstar's stations on far-flung systems with no connection to the stations, Nexstar would have had the opportunity to seek the appropriate court protections to prevent Time Warner from impermissibly using Nexstar and its stations as pawns in the retransmission consent dispute with Hearst.

### **III. Time Warner's Willful and Repeated Disregard of the Commission's Rules Warrants the Issuance of an Injunction and Appropriate Sanctions.**

In determining whether an injunction is warranted, the Commission considers whether a petitioner (i) is likely to prevail on the merits; (ii) will suffer irreparable harm if the injunctive relief is not granted; (iii) other interested parties will not be harmed if the stay is granted; and (iv) the public interest favors granting a stay.<sup>20</sup> As set forth above, retransmission consent disputes do not excuse non-compliance with the notice required by Section 76.1601, and Time Warner has failed to provide Nexstar with the applicable 30-days' advance notice of Time Warner's repositioning of Nexstar's stations onto systems in very distant DMAs for the second time in approximately two years. Thus, Nexstar is likely to prevail on the merits. Further, balance of hardships and the public interest substantially favors immediate enforcement of the rules and terminating Time Warner's unlawful carriage of Nexstar's stations.

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<sup>20</sup> See e.g., *Virginia Petroleum Jobbers Ass'n v. Federal Power Comm'n*, 259 F.2d 921, 925 (D.C. Cir. 1958), as modified by *Washington Metropolitan Transit Comm'n v. Holiday Tours, Inc.*, 559 F.2d 841 (D.C. Cir. 1977).



This lack of notice is causing irreparable harm to Nexstar by depriving Nexstar of the time necessary to conduct an orderly and thorough review of its various agreements with third parties to determine the contractual implications of Time Warner's decision (without Nexstar's consent) to import WBRE, WTWO and WROC to markets more than 500 miles from the stations' communities of license. Time Warner's utter failure to provide any notice to Nexstar also has deprived Nexstar of the opportunity to secure timely and appropriate contractual remedies to preclude Time Warner's commencement of carriage in distant markets in breach of contract, thereby jeopardizing Nexstar's relationship with its networks, and program syndicators.<sup>21</sup>

Time Warner's action also is causing irreparable harm to Nexstar's relationships with other broadcasters. For example, WBRE has long identified its newscasts using the mark *EYEWITNESS NEWS*. Multiple stations around the nation use this mark to identify their newscasts, including WFTV in Orlando, Florida.<sup>22</sup> WFTV has notified Nexstar of its use of the *EYEWITNESS NEWS* mark in Orlando since the 1970s. As both WBRE and WFTV use the mark in the broadcast news segment, WFTV claims that Time Warner's importation of WBRE into Orlando may confuse viewers and injure WFTV's goodwill. WFTV has demanded that WBRE cease and desist its use of the mark in the Orlando market. However, in order to comply with WFTV's demand, WBRE would have to cease its entirely legal use of the mark in its own in-market broadcasts. Thus, Time Warner's carriage of WBRE in Orlando is causing irreparable harm to Nexstar by forcing it to either cease use of the mark that has identified its news

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<sup>21</sup> Nexstar believes that its precisely for this reason that Time Warner has chosen to provide Nexstar with zero notice of its actions.

<sup>22</sup> WABC-TV, New York, New York; WFSB, Hartford, Connecticut; KSTP-TV, St. Paul, Minnesota; KOB, Albuquerque, New Mexico; and WCHS-TV, Charleston, West Virginia all use the mark, among numerous others. Although no single station holds a trademark for *Eyewitness News*, each station using the mark generally holds the exclusive right to do so in the market where it is licensed to operate under state and common law.

broadcasts in the Wilkes-Barre DMA for a substantial majority of the past 20 years or face trademark infringement, unfair competition and state and common law infringement claims from WFTV.

In contrast, immediate injunctive relief would impose no hardship on Time Warner. As noted above, Time Warner's desire to avoid annoying its subscribers does not excuse its failure to comply with law. TWC knew that its retransmission consent agreement with Hearst was expiring, and it had ample time prior to that expiration to provide the required advance notice of its intent to import out of market stations to all parties, including Nexstar. Thus, any "harm" to Time Warner that would result from requiring immediate compliance with law would be entirely of its own making.

Finally, the public would benefit from requiring Time Warner immediately to cease its unlawful carriage of Nexstar's stations and comply with the Notice Rules. By importing stations located hundreds of miles away without notice, Time Warner has created substantial confusion in the marketplace. Cable subscribers are now receiving news and coverage of other events originated by stations located hundreds of miles away, and in some cases by stations in distant states. That means Time Warner is willing to risk confusing, and alarming, its own subscribers with emergency alerts and critical news that may be irrelevant to the local communities. Moreover, by permitting Time Warner to continue its unlawful conduct, the Commission will reduce Time Warner's incentive to strike a deal with Hearst and restore truly local service to its subscribers.

Accordingly, Time Warner's willful disregard of Section 76.1601 for the second time approximately two years warrants the Commission immediately issuing an injunction to prohibit it from carrying WBRE on its systems in the Burlington, Vermont-Plattsburgh, New York,

Greensboro-High Point-Winston-Salem, North Carolina and Orlando DMAs; WTOG in the Cincinnati, Ohio DMA; and WROC in the Louisville, Kentucky DMA.

#### **IV. The Commission Should Expediently Issue A Decision.**

In its 2011 Opposition, Time Warner urged the Commission to ignore Nexstar's Petition because Time Warner had stopped the offending carriage prior to its opposition filing.<sup>23</sup> Time Warner's current foray into retransmitting a Wilkes-Barre Scranton signal to markets as far flung as Plattsburg and Orlando without so much as a by-your-leave to Nexstar, to local franchise authorities, or to subscribers indicates that Time Warner will continue to willfully ignore the Notice Rules until the Commission affirmatively sanctions Time Warner for its actions. Indeed, without Commission action, Time Warner can be expected to again ignore rules it finds inconvenient in the context of future retransmission consent disputes, yet cease its violating conduct before the Commission can review and act on such violations. Therefore, the Commission should disregard any statement Time Warner may make that the Commission need not act expediently on this Petition because its violating conduct has ceased. The Commission should take this opportunity to confirm for Time Warner that, in fact, the Notice Rules do apply when an operator decides to add broadcast stations from markets hundreds of miles away to its systems, whether on a temporary basis during a retransmission consent dispute or otherwise.

The Commission should also impose those enforcement sanctions it deems appropriate on Time Warner for its willful and repeated violation of the Commission's rules.

#### **IV. Conclusion.**

For the foregoing reasons, Nexstar hereby requests the Commission issue an immediate injunction prohibiting Time Warner from carrying WBRE on its systems in Burlington-

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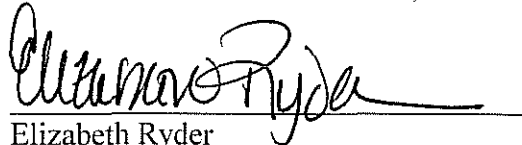
<sup>23</sup> 2011 Opposition at pp. 1, 4, 20 and 22.

Plattsburgh, Cincinnati, Winston-Salem and Orlando, and WROC on its Louisville, Kentucky system. The Commission should also take appropriate enforcement action to sanction Time Warner's repeated and willful violation of federal law.

The undersigned has read this Petition, and to the best of her knowledge, information and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; and is not interposed for any improper purpose.

Respectfully submitted,

NEXSTAR BROADCASTING, INC.

A handwritten signature in black ink, appearing to read "Elizabeth Ryder", is written over a horizontal line.

Elizabeth Ryder  
Vice President & General Counsel  
5215 N. O'Connor Blvd  
Suite 1400  
Irving, TX 75039  
(972) 373-8800

July 13, 2012

**CERTIFICATE OF SERVICE**

I, Elizabeth Ryder, Vice President & General Counsel of Nexstar Broadcasting, Inc., hereby certify on this 13<sup>th</sup> day of July, 2012, that a copy of the foregoing "Emergency Petition For Injunction and Sanctions" was sent via first class mail, postage prepaid, unless otherwise noted, to the following:

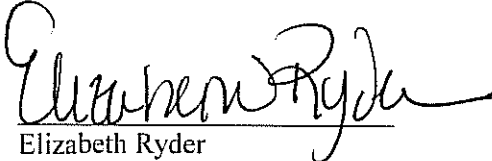
Marc Lawrence-Apfelbaum  
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William T. Lake\*  
Chief, Media Bureau  
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Michele Ellison\*  
Chief, Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

\*Via electronic mail

  
Elizabeth Ryder

# **EXHIBIT A**

**Elizabeth Ryder**

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**Subject:** FW: Time Warner Customer eMail

Date: Wed, 11 Jul 2012 02:00:19 -0400  
From: [timewarnercable@corp-mail.timewarnercable.com](mailto:timewarnercable@corp-mail.timewarnercable.com)  
To:  
Subject: Local TV station blackouts

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## Hearst TV local blackouts

On July 9, 2012 Hearst Television chose to black out their signals from Time Warner Cable customers rather than continue negotiations, and despite their CEO saying just two weeks earlier that broadcaster blackouts are unfair to consumers.

Time Warner Cable has reached hundreds of agreements with other broadcasters without broadcaster blackouts, but Hearst's demand for a nearly 300% increase is way out of line. That kind of outrageous increase is unfair to our customers and unsustainable for our business.

We believe broadcaster blackouts are wrong. Despite Hearst's blackout, we stand ready to continue negotiations and are hopeful that the channel will be returned to the lineup shortly.

The Hearst Television stations included in this blackout include:

Hawaii	KITV-ABC	Kansas City	KCWE-CW
Boston	WCVB-ABC	Kansas City	KMBC-ABC
Portland, ME	WMTV-ABC	Lincoln, NE	KETV-ABC
Hartford, VT	WNNE-ABC	Manchester, NH	WMUR-ABC
Plattsburgh, NY	WPTZ-NBC	Louisville, KY	WLKY-CBS
Plattsburgh, NY	WPTZ-D2 – This TV	Cincinnati	WLWT-NBC
Winston-Salem, NC	WXII-NBC	Pittsburgh	WTAE-ABC

## Finding Your Favorite Programs

Despite a Hearst-imposed blackout, you'll still be able to see many of your favorite shows:

- You can always receive Hearst's stations free over the air with an antenna and digital TV tuner.
- National ABC, CBS, and MyTV programming can be found for free on [www.abc.com](http://www.abc.com), [www.cbs.com](http://www.cbs.com) and [www.mytv.com](http://www.mytv.com), respectively, and some programming can be found for a fee at [www.hulu.com](http://www.hulu.com).
- National NBC primetime programming continues to be available via Primetime on Demand, even if your local NBC Hearst TV station is blacked out. Simply find NBC Primetime on Demand on your channel lineup – it's that simple.
- In a handful of markets, we're happy to be able to make arrangements to bring the national network programming

from another city, so our customers can still view their favorite network programming despite Hearst's blackouts:

**In place of Hearst Television's  
blackened-out station ...**

WLKY in Louisville

WLWT in Cincinnati

WNNE in Moultonborough

WPTZ in Plattsburgh

WXII in Greensboro/High Point/  
Winston-Salem

**We've arranged to bring you national network  
programming on:**

WROC (CBS from Rochester, NY)

WLWT (NBC from Terre Haute, IN)

WBRE (NBC from Wilkes Barre, PA)

WBRE (NBC from Wilkes Barre, PA)

WBRE (NBC from Wilkes Barre, PA)

You can find out more information about why these kinds of blackouts happen, and what Time Warner Cable is doing to prevent them in the future at [www.TWCConversations.com](http://www.TWCConversations.com).

## FAQs

**Q: Why is this happening again? It seems like this happens all the time.**

A: Unfortunately, these kinds of disputes have become more common over the past few years. Cable TV prices are rising and one cause is higher fees being demanded by greedy broadcasters – as their advertising dollars decline, they want cable customers to make up the difference. And if we don't agree to their outrageous demands, they take away their programming. We don't think it's fair for TV stations to hold programming hostage for our customers, and we are working hard to keep the programming on our lineup while also trying to hold down the cost of TV.

**Q: Why shouldn't I just go ahead and switch to DirecTV/Dish/FIOS/AT&T now?**

A: Switching makes no sense; most of these contract blackouts are over within a matter of days. But switching isn't really the answer — any provider you switch to may eventually face the same kind of blackout threats. In fact, the American Television Alliance reports that broadcasters have blacked out signals in nearly 100 different cities since January 2011, with customers of DirecTV, Dish Network, AT&T U-Verse, Verizon FIOS and other major cable companies suffering actual or threatened blackouts. We think blackouts are unfair to viewers, which is why we continue to negotiate hard on your behalf to try to keep prices down.

**Q: Will you be crediting me for the channel(s) that go dark?**

A: Remember that customers do not pay for channels on an individual basis — they pay for a package of channels plus the technology and service required to deliver those channels. So we do not typically offer a credit for channels that have been blacked out.

**Q: It's great that you can bring me national network programming from another city, but why couldn't you bring from a city that's closer? Or why couldn't you bring it to my city, too?**

A: Certain rules limit our ability to import TV signals from other cities. We have done so where those rules currently permit it.

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This message was sent to \_\_\_\_\_. Parts of this message may contain promotional information about Time Warner Cable and its services. To change your personal settings please [click here](#). If you do not wish to receive any further emails from Time Warner Cable, [safely unsubscribe](#), or write to TWC DNE, 526 S. Main Street, Suite 705, Akron, Ohio 44311.



## **EXHIBIT B**

## Elizabeth Ryder

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To: Tim Busch  
Subject: RE: Unusual continued

Begin forwarded message:

**From:** Robert Bee <[RBee@pahomepage.com](mailto:RBee@pahomepage.com)>  
**Date:** July 10, 2012 8:48:04 AM EDT  
**To:** Tim Busch <[tbusch@nexstar.tv](mailto:tbusch@nexstar.tv)>  
**Subject:** Unusual continued

Tim,

My apologies in advance for sending you a few duplicates (wanted to get you the info asap), but attached are a variety of emails from viewers in Upstate NY, North Carolina and Florida. If I'm to believe the viewers, this has to do with cable retrans. You will see in some of the various emails that Brighthouse Cable is mentioned as is Time Warner. The viewers seem to believe that we are being input to replace local broadcasters on purpose. This appears to be a BIG thing. Please advise if there is something you want me to do.

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From:  
Sent: Tuesday, July 10, 2012 7:08 AM  
To: News Desk - WBRE  
Subject: Central Pa news in Orlando

This morning I woke up (in Orlando) to your news program! It was a great way to start the day since I'm from PA and miss it terribly. I would take your news cast over our news folks any day! Thank you!

-Heather

Here are the e-mails so far....

Your Weather man ask what is going on and who is viewing.

Central Florida is watching.

He mentioned NC weather, could he mention Orlando, Melbourne area ALSO?

This morning I woke up (in Orlando) to your news program! It was a great way to start the day since I'm from PA and miss it terribly. I would take your news cast over our news folks any day! Thank you!

-Heather

HI GUYS: I DON'T KNOW WHAT HAPPENED BUT I ENJOYED WATCHING YOUR NEWS BROADCAST FOR THE LAST 2 HOURS. 5 AM TO 7 AM. AS A FORMER RESIDENT OF HAZLETON, PA IT WAS REALLY NICE TO SEE THE WEATHER AND LOCAL NEWS.\

I AM NOW A RESIDENT OF DELTONA, FL, SO IT'S GOOD TO SEE THE LOWER TEMPERATURES. AND NEWS.

THANK YOU FOR DOING THE NEWS SO WELL.

YOURS TRULY, ROBERT CHERASARO SR.

You are on WPTZ upstate NY news channel 5 as well this morning!! Don't know why???

Sent from my iPhone

Tuned in to see WESH2 news and was greeted by your great morning show. Anyway I can still get a golf weather report for the week?

Ps- don't forget to charge a premium for your local advertiser's spots this morning, they are getting in plenty more households!

Have a great day!

--  
Drayton Lee

Sent from my iPad

we are receiving your morning news show due to a contract dispute between WESH TV in Orlando and Brighthouse cable. although the weather report is totally different (wish it were ours), I am enjoying you broadcast!Good Morning,

To the am news team, the Florida branch of brighthouse, did not reach an agreement with the local NBC affiliate for contract, therefore WFSB Orlando, is off and you guys are on.

For a moment I woke up and had to question where I was. So Hello from the Space Coast of Florida.

A.M. White

Cocoa, FL

Hi,

I woke up this morning, to watch WESH news, only to see "foreign" looking graphics. Then, I see the call letters "WBRE" and thought maybe WESH had been sold, but I then saw the weather forecast for eastern PA.

Well, I pulled up the news on Google, which had a link to Brighthouse Network's News 13. Seems that Hearst Broadacasting, and Brighthouse Networks' agreement had expired back in June, and no renewal had been signed. So, Hearst has pulled WESH, as well as WKCF (CW 18), and MeTV.

Now, if you could only bring those cool temps to my area!

Dennis Dahill

Orlando, FL

Was just watching and saw the morning anchors confused about why they are airing in NC today. A surprise to us too! But, here is the story. WXII was our local NBC for the Piedmont triad (Winston Salem, Greensboro, etc) and seems they could not reach agreement with our cable provider, Time Warner.

Here's the link: <http://www.wxii12.com/tv/about/Important-notice-to-WXII-viewers-on-Time-Warner-Cable/-/9679352/15123514/-/11dhh5o/-/index.html>

Best,

Bill Brewer

Here in Ormond Beach Florida we are watching Penn. News and weather.....could you please send us some of that cool weather ? Down here its already 78 degrees and will be in the high 90's again.

By the way...why is your station here on our local channel ?

We are getting your feed on our local NBC channel.

Sure wish we had your cool weather!!

1. Whats up with your station broadcasting on Cable in Malone NY??

Mike

Why am I watching news from Pennsylvania this morning in North Carolina? Time Warner has you on instead of WXII, do they own you? We having severe weather here but I am getting your weather.

Sent from my iPhone

**From:**

**Sent:** Tuesday, July 10, 2012 8:27 AM

**To:** News Desk - WBRE  
**Subject:** Hi From Malabar FL

Your Weather man ask what is going on and who is viewing.  
Central Florida is watching.  
He mentioned NC weather, could he mention Orlando, Melbourne area  
ALSO?

**ORLANDO --**

You may have noticed some changes Tuesday morning on your TV.  
Two Hearst television stations - WESH-TV and WKCF/CW 18 - are currently not on your Bright House lineup.  
The retransmission agreement for Bright House to carry the two channels expired at midnight and a new agreement had not been reached.  
So, Hearst made the decision to black out Channel 2 and Channel 18 from your cable.

The original retransmission agreement expired June 30, but both companies agreed to extend the deadline to midnight Monday night.  
Such retransmission disputes are not uncommon between television station owners and cable companies. However, it is quite uncommon for a company to decide to take its stations dark on the cable.

Now, don't worry about missing your favorite primetime NBC programs. Bright House has made arrangements to provide another NBC station in place of WESH - that will be NBC affiliate WBRE-TV from Wilkes Barre, Pennsylvania.

## WTWO Facebook

http://www.facebook.com/WTWOTV Time Warner Cable | Time War... WTWO TV

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**Robert J Basye**  
Your station is much better than WLWT Ch 5 in Cincinnati. WLWT has decided that they don't want Cincinnati viewers who watch them on Time Warner Cable.  
Like · Comment · 3 hours ago

**Dave Davenport**  
Cincinnati loves Terre Haute!  
Like · Comment · 4 hours ago

**Bobby Mackey**  
Hey Channel 2 WTWO Please say hi to all of your new viewers this AM in Cincinnati and Northern Ky!  
Like · Comment · 4 hours ago

**Brian Edmonson**  
GREETINGS FROM FT. WRIGHT KENTUCKY YOU ARE NOW IN THE CINCINNATI MARKET  
Like · Comment · 4 hours ago

**Joshua Boyes**  
Hello WTWO! It's great to see you on Cincinnati airwaves!  
Like · Comment · 4 hours ago

**Jason Barlow**  
Welcome to the Cincinnati Market since Time Warner is carrying your channel while WLWT is blocked!  
Like · Comment · 4 hours ago

**Jasmine Martin**  
A friend of mine from Clinton called me and said there are 3 Lifeline helicopters going out, and the ER in Clinton is packed full. Something about a lot of people dead, some children. Any info??  
Like · Comment · 17 hours ago

**Justin Lewis**  
Midwest playboys are playing at the vigo county fair at the free stage

100% 1:34 PM 7/10/2012